PERFORMANCE WORK STATEMENT (PWS)

FOR LUKE AIR FORCE BASE CATHOLIC SERVICE

MUSIC DIRECTOR AND MUSICIAN

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Luke AFB Catholic Service Music Director Position
Performance Work Statement (PWS)
Faith Group: Catholic

1. Title. Music Director for the Luke AFB Catholic Community here-in called "Music Director" or "contractor."

2. Scope of Responsibilities. Provides music activities for the Luke AFB Catholic Community. The Music Director shall provide labor and management to support the responsibilities outlined within this PWS. The contract includes, but is not limited to playing, training, scheduling, and processing music for liturgies within the service in collaboration with the Luke AFB Catholic Service Music Director.

2.1. Directorship shall be required for rehearsals, services, and special services.

2.1.1. Special services include but are not limited to: Memorial services, Funeral services, combined services, faith specific holidays, and occasional support for special events.

3. Education and Experience. Music Director shall:

3.1. Have 2 or more years of college in music (or related field), or equivalent years of related experience in a chapel/church setting.

3.2. Be able to sing and vocally lead congregation in worship.

3.3. Be able to plan organize and lead a Catholic style praise team.

3.4. Be able to sight read, arrange, improve, play, and score music.

3.5. Sing music in keeping with a Catholic style, music service.

3.6. Possess the ability to develop and maintain a healthy and positive relationship with volunteers.

3.7. Be fluent in reading, writing, and speaking English in order to perform all responsibilities outlined within the PWS.

4. General Responsibilities. Music Director shall:

4.1. Provide musical directorship for the Catholic Service at Luke Air Base Chapel.

4.2. Follow the direction of Lead Chaplain/Priest.

4.3. Lead the praise team and congregation in worship as required by the Lead Chaplain/Priest.

4.4. Coordinate all support requirements with the Lead Chaplain/Priest or their designated representative.

4.6 Assist the Lead Chaplain/Priest or their designated representative in developing the following in regards to Music Director Programs as appropriate: annual calendar of events, Chapel Tithes and Offerings fund budget, Appropriated Fund budget, and core volunteer training requirements.

4.7. Return any and all government-owned music scores and equipment obtained in the performance of the required duties following the last service provided under the contract.

4.8. Not engage in the unauthorized duplication of copyrighted materials by photocopying or any other means that would expose the government to liability for penalties under existing or future copyright laws.

4.9. Provide a replacement as necessary to ensure 100% coverage for all responsibilities listed within this PWS. The replacement shall meet or exceed the qualifications of the Music Director. This shall be coordinated with and approved by the contracting officer or their designee at least 14 days prior to the start of performance by the approved replacement. Approval of a replacement will be handled on a case by case basis.

5. Specific Responsibilities. Music Director shall:

5.1. Arrive at least 15 minutes prior to the beginning of worship services and special services, and 15 minutes prior to the beginning of each rehearsal.

5.2. Submit purchase/repair requests as needed for support of the music program to the contracting officer or their designated representative.

5.3. Recruit and coordinate volunteers within the music program.

5.4. Be accountable for opening, restoring to its neutral setting, cleaning, and securing any facilities used for music events, rehearsals, worship services, or special services.

5.5. Maintain a professional attitude and environment to include hygiene and appearance.

5.6. Sing music from a religious music, ecclesiastical, or suitable type publication resource consistent with the nature of the Catholic Service.

5.7. Provide arranged, improved, and scored music as appropriate for compatibility with the type of worship service or other functions of the Lead Chaplain/Priest's program at which it was rendered.

5.8. Provide Audio/Visual (A/V) lyrics (e.g. PowerPoint slides) for all services as required.

5.9. Attend meetings related to the music program as identified by the contracting officer or their designee.

6. Criminal History Background Check.

6.1. The contractor shall submit a completed background check application (as required by DoDI 1402.05 *Criminal History Background Checks on Individuals in Child Care Services*) to the Chaplain Corps background check program manager within 20 days of contract award. It is

mandatory that all Chaplain Corps employees and contractors working with children under the age of eighteen (18) undergo a background check investigation in compliance with DoDI 1402.05 and AFI 52-101, *Planning and Organizing*.

6.2. Disqualifying information on the background check can be grounds for automatic termination of the contract. In accordance with AFI 52-101, the Senior Installation Chaplain has final approval authority for personnel (including contractors) working or participating in military-sanctioned chapel programs.

6.3. Provisional background check guidance: The contractor may begin performance of this contract after initiating the background check, but must remain under Line of Sight supervision (LOSS) at all times until the background check is favorably adjudicated while around children under the age of 18 years when parents or guardians are not present.

6.4. The Government shall reserve the right to terminate the contract if the required background check is not completed within 60 days of contract award or if the background check reveals disqualifying information as determined by the Senior Installation Chaplain.

6.5. The contractor has the right to obtain a copy of any background check pertaining to them and to challenge the accuracy and completeness of the information contained in the report.

6.6. The contractor must ensure all volunteers working with youth below 18 years of age have a favorably adjudicated background check as described in DoDI 1402.05, *Criminal History Background Checks on Individuals in Child Care Services*. The Music Director shall ensure that all specified volunteers and individuals pending favorable adjudication remain under Line of Sight Supervision when children are present. Line of Sight supervision is also required for all non-specified volunteers as describe in AFI 52-102.

6.7. Non-US personnel in overseas locations (excluding Hawaii, Alaska, and other US occupied territories where US laws/codes applies) must adhere to host nation's background check guidance, determination, and must be consistent with or equivalent to a DoD Tier 1 investigation, to the greatest extent possible.

6.8. Non-US residents within US and territories must follow DoDI background check instructions and guidance.

7. Duty Hours. Music Director shall be required to be present for the following:

7.1. Music Director shall be required to be present for all rehearsals, services, and special events. Requirements will vary per season/month and will be established by the Lead Chaplain/Priest. The estimated number of events over the course of 12 months is 150, to include a minimum of 1 rehearsals and 2 services per week.

7.2. For any anticipated absences, the contractor shall provide a replacement accompanist as necessary to ensure 100% coverage for all responsibilities listed within this PWS. The replacement shall meet or exceed the qualifications of the Music Accompanist. This shall be coordinated with the Lead Chaplain/Priest and approved the contracting officer's representative (COR) at least 14 days prior to the start of performance by the approved replacement. Absences due to illness or family emergency will be dealt with on a case-by-case basis. The contractor shall not employ/sub-contract any person to perform any of work required by this PWS on Luke AFB without prior

approval. Replacements must be supervised via Line of Sight requirements, unless they have a previously completed background check.

7.3. Rehearsals shall be held at an appropriate time to allow for maximum participation of the chapel community and shall be an appropriate length to ensure adequate preparation for performances at weekly services or special services (no less than 1 hour and no more than 2 hours in length).

8. Other.

8.1. Liturgies. All liturgies within the parish are at the discretion of the Lead Chaplain/Priest.

8.2. The contractor may be required to attend and/or participate in Chaplain Corps conferences or training. Travel for such events, if required, will be funded by the Government, contingent upon availability of funds and approval by the Senior Religious Support Team.

8.3. Taxes. The Music Director will be responsible for filing any applicable social security, federal, state or host nation taxes. The Music Director will also obtain any applicable business licenses and registrations and otherwise compliance with host nation law.

8.4. Government Furnished Property. The Luke AFB Chaplain Corps will provide telephone and copier access for official use only. Computer access will not be provided under the terms of this contract. The contractor will have the necessary access to the Chapel facility as needed in performance of the activities scheduled. Government-owned instruments and sound equipment are available for use by the Music Director. Government-owned equipment shall not be removed without the permission of the Equipment Custodian or their designee.

8.5. The Government will maintain proper care of Government owned instruments and equipment. The Music Director shall report to the Chapel staff on the condition of Government's musical instruments and identify any needs for maintenance on them. The contractor will be responsible for repair or replacement of damaged equipment due to negligence or misuse.

8.6. Quality Control. The Contracting Officer and/or the COR may observe the Music Director's performance at any time to ensure that the programs and services are operating in accordance with this PWS. The Contracting Officer and/or COR may inspect files and records at any time. The Music Accompanist will be notified in writing of any and all non-compliance, and will be given an opportunity to correct, if possible, nonconforming work. The Music Accompanist will be given an opportunity to respond in writing to any notice of noncompliance within 10 calendar days of notice. .

8.7. The Contractor shall ensure all issued keys/combinations are not used by unauthorized persons and all keys are returned upon contract termination. The Music Director shall not duplicate any keys issued by the Government.

8.8. The Music Director shall immediately report to the Lead Chaplain/Priest any occurrences of lost keys. In the event keys are lost the Music Accompanist may be responsible for costs incurred in rekeying or replacing affected locks and keys.

9. Compliance with Public Law

9.1. In accordance with Public Law 105-270, Section 5(2)(A) the contractor will not perform inherently governmental functions. Section 5(2)(A) of this Public law defines the term "inherently governmental function" as "a function that is so intimately related to the public interest as to require performance by Federal Government employees." Per Section 5(2)(B), inherently governmental functions include management of Government programs requiring value judgments, conduct of foreign relations, selection of program priorities, and the direction of intelligence and counterintelligence operations. Per Section 5(2)(C), inherent governmental functions DO NOT include (i) gathering information for or providing advice, opinions, recommendations, or ideas to Federal Government officials or (ii) any function that is primarily ministerial and internal in nature."

9.2. Confidentiality: The provisions of Privacy Act of 1974, Public Law 93-57 dated December 31, l974 (5 USC 552a) apply. Services rendered and all materials including records, files, documents, and work papers provided to the Music Director by the Government and data results, conclusions and recommendations obtained thereof shall be considered Government property. The information shall not be disclosed, copied, modified, used (except in the completion of this contract) or otherwise disseminated to any other person or entity at any time to include, but not limited to, inclusion in any database external to the Government without the Government's expressed consent.

10. Government Down-time

10.1. Base Closures. The Installation Commander may elect to close all or part of the base for any reasons such as time-off award, base open house, emergency, etc.

10.2. Contractor shall be officially dismissed upon notification of a base closure in accordance with paragraph b. Contractor shall promptly secure all government furnished property appropriately and evacuate in an expedient but safe manner.

10.3. In the event of a base closure, the Contractor and Contracting Officer shall jointly choose a course of action for the following options:

10.3.1. If there is a need for the service during the base closure and there is sufficient government supervision, the contractor may continue on-site work. The Contractor shall bill the Government in accordance with the contract.

10.3.2. If there is no need for the service during the scheduled base closure, the contractor shall not work on-site. The Government, at its discretion, may extend the contract by a period equal to the amount of time of the closure, subject to the availability of funds. The Government will not be liable for any time not worked.